



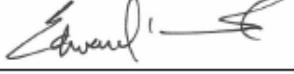
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed December 31, 2024


United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

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| IN RE: | § | |
| | § | |
| RONALD JOHNIGAN & | § | |
| CITERIKA CALDWELL, | § | CASE NO. 24-44289-ELM-13 |
| DEBTORS, | § | |
| | § | |
| TANJILA AHMED C/O MANUELA PEREZ, | § | |
| MOVANT, | § | |
| | § | |
| VS. | § | |
| | § | |
| RONALD JOHNIGAN & | § | A Hearing on the Motion for Relief from |
| CITERIKA CALDWELL, | § | the Automatic Stay set: |
| RESPONDENTS. | § | DECEMBER 31, 2024 AT 9:30 AM |

AGREED ORDER REGARDING THE AUTOMATIC STAY

There came on for consideration before this Court, on the date recited hereinabove, the Motion for Relief from the Automatic Stay or, in the Alternative, Request for Adequate Protection ("Motion") filed by Tanjila Ahmed c/o Manuela Perez ("Landlord") complaining of Ronald Johnigan & Citerika Caldwell ("Debtors"). Creditor was represented by and through its attorney of record, Stephen G. Wilcox of the firm of Wilcox Law, PLLC. Debtors were represented by and through their attorney of record, Christopher Lee. The Trustee, although served with a copy of the Motion

and Notice of Hearing, failed to appear or otherwise respond. Prior to the introduction of evidence, Creditor and the Debtor announced to the Court they had agreed to the following:

1. Debtors agree and stipulate that by virtue of a Residential Lease Agreement (the "Lease"), Landlord leased to Debtors Real Property located at 1440 Sierra Estate Trail, Fort Worth, TX 76119 (the "Leased Premises"). Debtors are still in possession of the Leased Premises. Debtors hereby assume the Lease.

2. Debtors have represented that they have paid \$1,800.00 on December 5, 2024, \$200.00 on December 6, 2024 and \$25.00 on December 7, 2024. If any of these payments do not clear or are returned, it shall be an immediate event of default under the terms of this Agreed Order.

3. Debtors agree and stipulate that on or before January 6, 2025, Debtors shall pay to Landlord the sum of \$2,829.00 via Zillow payments, representing the January 1, 2025 rent, \$105.00 late fee for the December rent, and \$699.00 in costs and attorney's fees. Failure to timely make this payment in full is an event of default per the terms of the Agreed Order.

4. Debtors agree and stipulate that the Lease expires on January 31, 2025. Debtors agree and stipulate that Debtors shall vacate the property on or before January 31, 2025. Debtors agree and stipulate that per the terms of the Lease, Debtors' deposit shall be applied as set forth in paragraph 2.4.1 of the Lease.

5. For purposes of this Agreed Order, a payment shall be construed to be made when the payment is actually received by the payee and the payment is made with good and sufficient funds. Tender of a payment to Creditor which is subsequently returned due to insufficient funds shall not constitute a payment pursuant to the terms of this Agreed Order.

6. In the event of default under the terms of this Agreed Order, the automatic stay shall immediately terminate as to the Lease and the Lease Premises and Debtors shall immediately vacate the Leased Premises.

IT IS THEREFORE ORDERED that the agreement by and between Creditor and Debtors as recited hereinabove is approved in all respects and constitutes a binding Order of this Court.

IT IS FURTHER ORDERED that this agreement is in the best interest of the Debtors, the estate and all interested parties.

IT IS FURTHER ORDERED that this Agreed Order is effective immediately and is not stayed for fourteen days following the entry of this Agreed Order.

IT IS SO ORDERED.

End of Order

APPROVED AS TO SUBSTANCE AND FORM:

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| <p>/s/Stephen G. Wilcox Stephen G. Wilcox State Bar Number 21454300 WILCOX LAW, PLLC P.O. Box 201849 Arlington, Texas 76006 (817) 870-1234 Telephone swilcox@wilcoxlaw.net</p> <p>ATTORNEY FOR TANJILA AHMED C/O MANUELA PEREZ</p> | <p>/s/ Jim Morrison **Jim Morrison State Bar No. 14519050 Christopher M. Lee State Bar No. 24041319 Troy Trovato State Bar No. 24144269 LEE LAW FIRM, PLLC 8701 Bedford Euless Rd, Ste 510 Hurst, TX 76053 Telephone: 469.646.8995 Facsimile: 469.694.1059</p> <p>ATTORNEY FOR DEBTOR</p> <p>**signed by Stephen G. Wilcox who has permission to sign the original Order on my behalf and to submit it to the Court for entry.</p> |
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